

**PHILLIPS DAYES LAW GROUP PC**  
**ATTORNEYS AT LAW**  
**Suite 1500**  
**3101 North Central Avenue**  
**Phoenix, Arizona 85012**  
**(602) 258-8900**  
[minute\\_entries@phillipslaw.com](mailto:minute_entries@phillipslaw.com)

TREY DAYES  
Arizona Bar No. 020805  
[treyd@phillipsdayeslaw.com](mailto:treyd@phillipsdayeslaw.com)  
Attorney for Plaintiff

**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

Shannon Letrich, a single woman; and David  
Whitehead, a single man

Plaintiffs,

vs.

Arizona Wholesale Cleaners, LLC, an Arizona  
Limited Liability Company; Michelle Hamilton  
and John Doe Hamilton, husband and wife

Defendants.

Case No.:

**COMPLAINT**

**(Jury Trial Requested)**

Plaintiffs allege:

**NATURE OF THE CASE**

1. The Fair Labor Standards Act ("FLSA") is designed to eliminate "labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency and general well-being of workers" 29 U.S.C. § 202(a). To achieve its goals, the FLSA sets overtime pay requirements for covered employers. 29 U.S.C. §§ 206(a) & 207(a).

1           2.       Employers must compensate employees for all work that employers permit  
2 employees to perform. See 29 C.F.R. § 785.11. In such cases, it is the responsibility of  
3 employers' management to ensure that work is not performed if management does not desire  
4 for such work to be performed. 29 C.F.R. § 785.13. Employers may not accept the benefits of  
5 employees performing work without compensating the employees for their work. *Id.*

6  
7           3.       Plaintiffs brings this action against Defendant for unlawful failure to pay  
8 overtime wages in direct violation of the Fair Labor Standards Act, 29 USC §201 *et seq.*  
9 (hereinafter FLSA) and specifically the overtime provision of the FLSA found at §207(a).

10           4.       For at least three (3) years prior to the filing of this action, Defendants had a  
11 consistent policy and practice of requiring its employees to work well in excess of forty (40)  
12 hours per week without paying them time and a half for hours worked over forty (40) hours per  
13 week.

14  
15           5.       For at least one year prior to the filing of this action, Plaintiff Letrich worked  
16 between forty-five (45) and sixty (60) hours per week and was not paid time and a half for the  
17 hours worked above 40.

18           6.       For at least one year prior to the filing of this action, Plaintiff Whitehead worked  
19 between seventy (70) and one hundred (100) hours per week and was not paid time and a half  
20 for the hours worked above 40.

21  
22                               **JURISDICTION AND VENUE**

23           7.       This Court has jurisdiction over the subject matter and the parties hereto pursuant  
24 to 29 U.S.C. §216(b), and 28 U.S.C. §1331.

25           8.       Venue is proper under 28 U.S.C. §1391(b) because all or a substantial part of the

1 events or omissions giving rise to the claims occurred in this District.

2 9. The named Defendant, by virtue of their own acts and omissions or by virtue of  
3 the acts and omissions committed by one or more of their agents, employees or representatives,  
4 as described herein, have conducted business or caused events to occur within the District of  
5 Arizona and, more particularly, within Maricopa County, Arizona, as more particularly  
6 described herein so as to give rise to both subject matter and personal jurisdiction of this Court.  
7

8 **PARTIES**

9 10. At all times material hereto, Plaintiff Letrich was and continues to be a resident  
10 of Maricopa County, Arizona.

11 11. At all times material hereto, Plaintiff Whitehead was and continues to be a  
12 resident of Maricopa County, Arizona.

13 12. Defendant Arizona Wholesale Cleaners, LLC is incorporated in the State of  
14 Arizona with its principle place of business at 1420 N. Mondel Drive, Gilbert, AZ 85233.

15 13. Upon information and belief, and consistent with the information available from  
16 the Arizona Corporation Commission, Defendant Michelle Hamilton was and is the owner of  
17 Arizona Wholesale Cleaners, LLC.  
18

19 14. Upon information and belief, at all times material hereto, Defendants Hamilton  
20 were and are residents of Maricopa County, Arizona.

21 15. John Doe Hamilton is the fictitious name of Michelle Hamilton's husband. When  
22 his true name is ascertained this complaint will be amended. John Doe Hamilton and Michelle  
23 Hamilton have caused events to take place giving rise to this Complaint as to which their  
24 marital community is fully liable.  
25

16. At all relevant times, Plaintiffs were an “employee” of Arizona Wholesale Cleaners, LLC, as defined by 29 U.S.C. §203(e)(1).

17. The provisions set forth in 29 U.S.C § 206 and § 207, respectively, of the FLSA apply to Arizona Wholesale Cleaners, LLC.

18. At all relevant times, Arizona Wholesale Cleaners, LLC, was and continues to be an employer as defined in 29 U.S.C. § 203(d).

19. On information and belief, Michelle Hamilton is deemed an “employer” for purposes of the FLSA, including, without limitation, 29 U.S.C. §216, and is co-equally liable with Defendant Arizona Wholesale Cleaners, LLC for all matters.

20. At all times material to this action, Arizona Wholesale Cleaners, LLC, was and is an enterprise engaged in commerce or in the production of goods for commerce as defined by §203(s)(1) of the FLSA.

21. Upon information and belief, at all relevant times, the annual gross revenue of Arizona Wholesale Cleaners, LLC, exceeded \$500,000.00.

## FACTUAL BACKGROUND

22. Arizona Wholesale Cleaners, LLC specializes in laundry services.

23. Plaintiff Letrich was hired by Defendants in April of 2013 as a personal assistant to Michelle Hamilton.

24. Plaintiff Letrich's job responsibilities included assisting accounting with billing and helping Michelle Hamilton on paperwork and other administrative responsibilities.

25. Plaintiff was paid a rate of \$9.00 per hour.

1        26. Plaintiff Letrich was a non-exempt employee.

2        27. Plaintiff Letrich was not a manager.

3        28. Plaintiff Letrich did not exercise discretion and independent judgment with  
4 respect to matters of significance.

5        29. Plaintiff Whitehead hired by Defendants in November of 2012 as an assembler.

6        30. Plaintiff Whitehead would separate and organize laundered goods.

7        31. Plaintiff Whitehead was paid a rate of \$7.80 per hour.

8        32. Plaintiff Whitehead was a non-exempt employee.

9        33. Plaintiff Whitehead was not a manager.

10       34. Plaintiff Whitehead did not exercise discretion and independent judgment with  
11 respect to matters of significance.

12       35. From at least July 2010 through the present, Defendants failed to properly  
13 compensate Plaintiffs for their overtime hours.

14       36. Defendants would compensate Plaintiffs in cash at their regularly hourly rate for  
15 all hours worked above 40. Defendants would not pay time and one-half.

16       37. Defendants' failure and/or refusal to properly compensate Plaintiffs at the rates  
17 and amounts required by the FLSA were/was willful.

18       38. Defendants refused and/or failed to properly disclose to or apprise Plaintiffs of  
19 their rights under the FLSA.

20       39. Plaintiffs have retained the law firm of Phillips Dayes Law Group, P.C. to  
21 represent them in this litigation and have agreed to pay a reasonable fee for the services  
22 rendered in the prosecution of this action on their behalf.  
23  
24  
25

**COUNT ONE**  
**VIOLATION OF FAIR LABOR STANDARDS ACT §207**

40. Plaintiffs incorporate and adopt the preceding paragraphs as if fully set forth herein.

41. While employed by Defendant, Plaintiffs consistently and regularly worked overtime each week.

42. Defendants have intentionally failed and/or refused to pay Plaintiffs overtime according to the provisions of the FLSA.

43. As a direct result of Defendants' violations of the FLSA, Plaintiffs have suffered damages by not receiving compensation in accordance with §207 of the FLSA.

44. Under 29 U.S.C. §216, Defendants are liable to Plaintiffs for an amount equal to one and one-half times their regular pay rate for each hour of overtime worked per week.

45. In addition to the amount of unpaid wages owed to Plaintiffs, Plaintiffs are also entitled to recover an additional equal amount as liquidated damages pursuant to 29 U.S.C. §216(b).

46. Defendants' actions in failing to compensate Plaintiffs, in violation of the FLSA, were willful.

47. Defendants have not made a good faith effort to comply with the FLSA.

48. Plaintiffs are also entitled to an award of attorneys' fees pursuant to 29 U.S.C. §216(b).

WHEREFORE, Plaintiffs respectfully requests that judgment be entered in her favor against Defendants:

- a. Awarding Plaintiffs overtime compensation in the amount due to them for all of their time worked in excess of forty (40) hours per work week at an amount equal to one and one-half times Plaintiffs' regular rate while at work for Defendants;
- b. Awarding Plaintiffs liquidated damages in an amount equal to the overtime award;
- c. Awarding Plaintiffs' reasonable attorneys' fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- d. For Plaintiffs' costs incurred in this action;
- e. Awarding Plaintiffs' pre-judgment interest, at the highest legal rate, on all amounts set forth in subsections (a) and (b) above from the date of the payment due for that pay period until paid in full;
- f. Awarding Plaintiffs' post-judgment interest, at the highest legal rate, on all awards from the date of such award until paid in full;
- g. For such other and further relief as the Court deems just and proper

**COUNT TWO**  
**DECLARTORY JUDGMENT**

49. Plaintiffs incorporate and adopt the preceding paragraphs as if fully set forth herein.

50. Plaintiffs and Defendants have a Fair Labor Standards Act dispute pending.

51. The Court has jurisdiction to hear Plaintiffs' request for declaratory relief pursuant to the Declaratory Judgment Act 28 U.S.C. §§2201-2202.

1       52. Plaintiffs may obtain declaratory relief.

2       53. Defendant employed Plaintiffs.

3       54. Defendant is an enterprise covered by the FLSA.

4       55. Plaintiffs are each individually covered by the FLSA.

5       56. Plaintiffs are entitled to overtime wages pursuant to 29 U.S.C. §207 at a rate of  
6 one and one-half times their normal hourly rate.  
7

8       57. Defendants did not compensate Plaintiffs for hours worked over 40 in one work  
9 week at a rate of one and one-half times their normal hourly rate.

10       58. Defendant did not keep accurate time records pursuant to 29 U.S.C §211(c) and  
11 29 C.F.R. Part 516.

12       59. Plaintiffs are entitled to an equal amount of liquidated damages as Defendant's  
13 policy of failing to pay proper overtime compensation remains in effect.  
14

15       60. Defendant did not rely on a good faith defense in its failure to abide by the  
16 provisions of the FLSA and failure to pay overtime compensation.

17       61. It is in the public interest to have these declarations of rights recorded as  
18 Plaintiffs' declaratory judgment action serves the useful purposes of clarifying and settling the  
19 legal relations at issue, preventing future harm, and promoting the remedial purposes of the  
20 FLSA.

21       62. The declaratory judgment action further terminates and affords relief from  
22 uncertainty, insecurity, and controversy giving rise to the proceeding.  
23

24       WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor  
25 against Defendants:



- 1 a. Declaring, pursuant to 29 U.S.C. §§2201 and 2202, that the acts and practices  
2 complained of herein are in violation of the overtime provisions of the FLSA.  
3 b. For Plaintiff's costs incurred in this action.  
4 c. Awarding Plaintiffs reasonable attorney's fees and costs and expenses of the  
5 litigation pursuant to 29 U.S.C. §216(b);  
6 d. For such other and further relief as the Court deems just and proper.  
7

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs and all similarly situated employees hereby request that upon trial of this  
10 action, all issues be submitted to and determined by a jury except those issues expressly  
11 reserved by law for determination by the Court.

12 Dated: August 12, 2013

Respectfully submitted,

13 **PHILLIPS DAYES LAW GROUP PC**

14  
15 /s/ Trey Dayes  
16 Trey Dayes  
17 treyd@phillipsdayeslaw.com  
18 Attorney for Plaintiffs  
19  
20  
21  
22  
23  
24  
25